

IN THE COURT OF APPEALS OF THE STATE OF ALASKA

ADAM PHILLIP IVES,

Petitioner,

vs.

STATE OF ALASKA,

Respondent.

Court of Appeals No. A-13900

Trial Court No. 3AN-21-06756CR

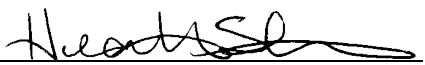
**NOTICE OF LODGING**

VRA CERTIFICATION. I certify that this document and its attachments do not contain (1) the name of a victim of a sexual offense listed in AS 12.61.140 or (2) a residence or business address or telephone number of a victim or witness to any crime unless it is an address used to identify the place of the crime or it is an address or telephone number in a transcript of a court proceeding and disclosure of the information was ordered by the court.

The State of Alaska hereby lodges four documents from lower court proceedings that are relevant to this matter's procedural backdrop, and where proceedings took place after the appellate record was created. The documents are Ives' application for bail review hearing, dated October 5, 2021; a fugitive from justice temporary order, dated October 7, 2021; the court's order on Ives' application for writ of habeas corpus, dated November 22, 2021; and the state's dismissal, dated December 14, 2021. These documents are attached.

DATED February 17, 2022.

TREG R. TAYLOR  
ATTORNEY GENERAL

By:   
Heather Stenson (1205039)  
Assistant Attorney General

IN THE DISTRICT COURT FOR THE STATE OF ALASKA AT ANCHORAGE

☒ State of Alaska

vs. Defendant: Adam Phillip Ives

Date of Birth: 10/26/1982

Case No(s): 3AN-21-06756CR

**APPLICATION FOR SECOND OR SUBSEQUENT BAIL REVIEW HEARING**

This is the defendant's application for a second or subsequent bail review hearing. The last bail review hearing was held on (date) 9/17/21.

1. I request a hearing date for this application on: 10/7/21 (FFJ hearing already scheduled)\_\_\_.
2. This case alleges that there is a crime victim: ☐ Yes ☒ No
3. I notified the prosecutor of this application on (date) 10/5/21 at 2:50\_\_ ☐ am ☒ pm  
I notified the prosecutor by: ☐ mail ☐ fax ☐ in person ☐ phone ☒ email.
4. ☐ There is a surety who posted my bond (name) \_\_\_\_\_.  
I gave the surety written notice of my application on (date) \_\_\_\_\_.
5. ☒ Defendant is in custody at (location) \_\_\_\_\_ GCCC \_\_\_\_\_, and has been in custody in this case since (date) 9/7/21.
6. In this case, I am: ☐ representing myself ☒ an attorney representing the defendant.
7. I request a bail review hearing in ☒ District Court ☐ Superior Court.
8. I have new information not considered at previous bail review hearings.  
☐ I am unable to pay bail. I have made the following good faith efforts to post bail (Note: you may receive only one bail review hearing for inability to pay):  
\_\_\_\_\_  
\_\_\_\_\_

- ☒ I have other new information not considered: Expiration of 9/7/21 custody order, see AS 12.70.140 \_\_\_\_\_

This new information was not presented at previous hearings because:

N/A

9. Relief requested:

☒ Bail modification from: 150000 cash appearance\_\_\_ to: no more than \$1000 cash app. \_\_\_\_\_

☒ Delete third party custodian requirement.

☐ New proposed third party custodian: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ DOB: \_\_\_\_\_ AK DL/ID#: \_\_\_\_\_

☐ Custody arrangement: ☐ 24 hour ☐ Other: \_\_\_\_\_

☒ Monitoring by: None or APS per attached proposal \_\_\_\_\_

☐ Other: \_\_\_\_\_

10. ☐ I spoke to prosecutor (name) \_\_\_\_\_ who waives:  
☐ new information ☐ giving 48 hours' notice ☐ waiting 7 days between hearings.

11. ☐ I spoke to the surety (name) \_\_\_\_\_ who agrees to waive the requirement of giving 48 hours' notice of my request for a review hearing.

10/05/2021

Date

(907) 269-4797

Cell Phone Number of Applicant

Other Phone Number of Applicant



Signature of Applicant (Defendant or Attorney)

Tristan Bordon #1312111

Printed Name/Bar Number (if applicable)

tristan.bordon@alaska.gov

Email of Applicant

IN THE DISTRICT COURT FOR THE STATE OF ALASKA AT ANCHORAGE

☒ State of Alaska  
vs. Defendant: Adam Phillip Ives  
Case No(s).: 3AN-21-06756CR

Date of Birth: 10/26/1982

***\*\*Leave This Portion Blank for the Court to Fill Out\*\****

**NOTICE REGARDING REQUEST FOR BAIL REVIEW HEARING**

The defendant applied for review of the imposed conditions of release. This application is the applicant's second or subsequent.

**A hearing on this application:**

☐ is ordered.

☐ The hearing will be held as follows:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Courtroom: \_\_\_\_\_

Location: \_\_\_\_\_

☐ A Notice of Hearing will be sent to you at a later date.

☐ is denied for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judicial Officer/Clerk<sup>1</sup>

\_\_\_\_\_  
Type or Print Name

I certify that on \_\_\_\_\_  
a copy of this order was sent to:

☐ PD

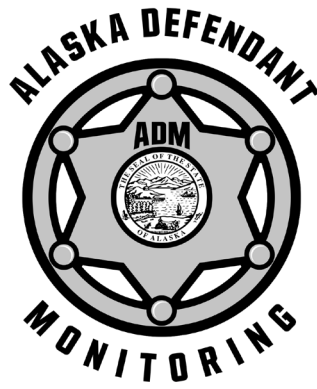
☐ DA

☐ Deft.

☐ \_\_\_\_\_

Clerk: \_\_\_\_\_

<sup>1</sup> If request for hearing is denied, must be signed by a Judicial Officer.



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## **Pre-Trial Monitoring Proposal**

**CLIENT NAME:** Adam Ives

**D.O.B:** 10/26/1985

**APSIN:** 7291603

**ADDRESS OF RESIDENCE:** 904 Chugach Way Anchorage, AK

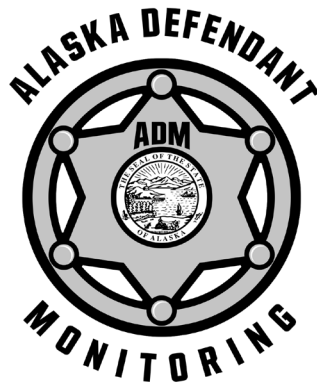
**PERSON(S) RESIDING IN RESIDENCE:** Adriana Wilcher

**ATTORNEY NAME:** Tristan Bordone

**CURRENT CASE[S]:**

[1] 3AN-21-06756CR

24/7 House arrest with Relialert electronic monitoring device with encased hardened steel band, GPS location monitoring with court approved passes for lawyer, court, medical/treatment, stay 500 feet away from 5000 W International Airport Rd, Ted Stevens International Airport. Obey all court orders and all federal, state, and local laws. Follow all ADM officer instructions and maintain contact with ADM. ADM May remand defendant if any court ordered conditions are violated.



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- **24/7 HOUSE ARREST WITH COURT APPROVED PASSES**
- **ADM PERMISSION TO ENTER AND SEARCH RESIDENCE AT ANY TIME**
- **EXCLUSION ZONE: 5000 W International Airport Rd.**
- **EMPOWER APP AVAILABLE:** The first of its kind smartphone application that creates a “mobile” geo-zone around a victim and works in conjunction with the offenders tracking device to provide a reliable, early warning notification to the victim when they are in close proximity to the offender. This unique system only requires a victim to carry a smartphone with the app installed. Once the app is installed, it communicates automatically with the system and syncs the smartphone with the offender’s tracking device; activating the “mobile zone” created by ADM agents. This zone moves with the smartphone and an alert is generated if the offender breaches the zone parameters. This exclusion zone is set up by an ADM agent.

***\*ADDRESS(ES) MUST BE PROVIDED TO ADM BY VICTIM, VICTIM’S ADVOCATE, OR D.A.***

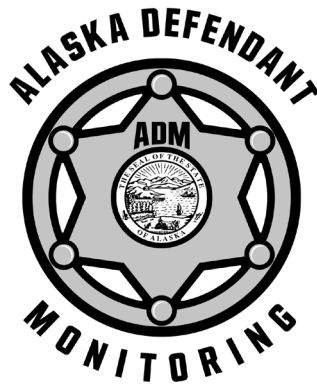
**PRIMARY INCLUSION ZONE: 904 Chugach Way Anchorage, AK**

- **PASSES: LAWYER, COURT, MEDICAL/TREATMENT**

***\*ALL PASSES VERIFIED BY ADM***

- **ACTIVE 24/7 GPS MONITORING RELIALERT™XC4 SPECIFICATIONS:**

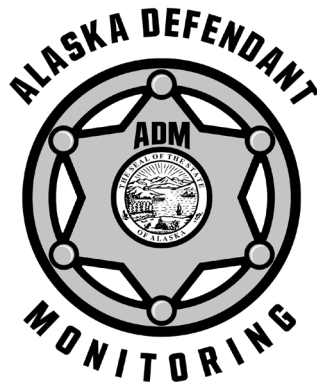
- LTE: 4G mobile communication technology
- GPS Operation: updates location and assesses compliance every 2 seconds
- GPS Accuracy: 6.5ft (2.0m) in optimal conditions; within 50ft (15m) under normal operating conditions
- GPS Anti-Jamming: advanced, adaptive digital filtering (25 dB improvement over conventional GPS receiver)
- On-Board Processing: zones and curfews stored on-device are assessed for compliance every 2 seconds
- Secondary Location Technology: Cellular triangulation utilized automatically when GPS is unavailable
- Battery Life: Nearly 3 days of battery life at 1 minute tracking
- Charging: Standard corded AC charging or mobile on-body charging capabilities
- On-Board Voice Communication: two/three-way, live voice communication available at any time
- Siren: 95 dB, activated via software by agency users
- Memory Storage: approximately 18 days at one-minute tracking and reporting intervals
- Multiple Monitoring Levels: available via the software - no equipment change required
- Tracking/Reporting Interval: configurable to one or five minutes
- Embedded RF Technology: works in conjunction with RF Beacon
- Alerts: voice, siren, LED, vibration, audio tones
- Anti-Tamper Capability: strap and case tamper technology
- Standard Strap: pre-sized and cut-resistant with fiber-optics for tamper detection
- Secure Cuff™: extremely cut-resistant with encased hardened steel band and fiber-optics for tamper



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detection

- Waterproof: IP68 Certified to 20ft (6m)
- Operating Temperatures: -4 to +140 F (-20 to +60 C)
- Cellular: 4G LTE with 3G/2G fallback (Verizon/ATT), able to transmit data and SMS during voice calls
- Two/Three Way Voice Communication



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## Permission to Enter and Search

(CLIENT)

I \_\_\_\_\_, Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_, have been informed by ALASKA DEFENDANT MONITORING of my Constitutional Right to have an entry made into/onto the premises and property owned by me and/or under my care, custody, and control, without a warrant. I understand my waiver of this right is a condition of my participation on the ALASKA DEFENDANT MONITORING.

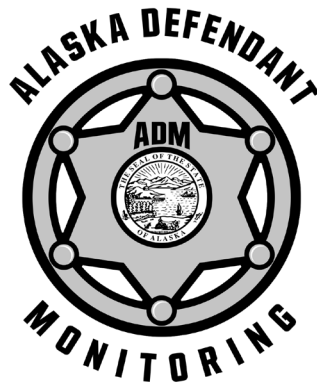
Knowing it is my lawful right to refuse to consent to such entry without a warrant, I willingly give my permission to ALASKA DEFENDANT MONITORING and/or its representatives appointed to assist, to complete an entry and search of my person, personal property, residence, my vehicle, or any vehicle in which I may be found, or are within my custody and control, both inside and outside the property located at:

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(Address)

In the event ALASKA DEFENDANT MONITORING personnel who are supervising my placement determine that I have violated conditions of the placement, ALASKA DEFENDANT MONITORING and/or its representatives appointed to assist, have my permission to enter my premises and remove me for transfer to an appropriate Correctional Facility/Community Residential Center.

This written permission to enter and search without a warrant is given by me to ALASKA DEFENDANT MONITORING and/or its representatives appointed to assist, voluntarily without any threat or promise of any kind, at \_\_\_\_\_ (am/pm) on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, and shall last throughout the duration of my participation on the ALASKA DEFENDANT MONITORING



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**GPS/Cellular Supervised Offender–Private Electronic Monitoring Service Agreement Proposal**

Full legal Name: Adam Ives

Date of Birth: 10/26/1985

**This Electronic Monitoring Service Agreement for pretrial services (hereinafter referred to as “Agreement”)** is entered into on this 5th day of October 2021 by and between ALASKA DEFENDANT MONITORING, AND Adam Ives (hereafter referred to as “PARTICIPANT”).

**Program Rules, Regulations, Terms and Conditions,  
Conditions Ordered by the Court**

PARTICIPANT will be on **house arrest confinement with BluTag GPS electronic monitoring device** during the daytime hours and will be confined to my residence, except for a court appearance, meeting with counsel, or period during which the participant is at a location ordered by the court for the purposes of employment, attending educational or vocational training, or attending a rehabilitative activity or medical appointment.

PARTICIPANT’S work hours cannot exceed 12 hours in a 24-hour period (unless approved by an ALASKA DEFENDANT MONITORING Agent or by a judge) and all departures require 24-hour notice to and approval from ALASKA DEFENDANT MONITORING prior to ANY travel from approved residence, including the exceptions stated above.

PARTICIPANT’S night curfew is established between the hours of 8:00 PM to 8:00 AM and may **NOT** depart from approved residence for ANY reason other than to receive emergency medical care at the nearest local hospital to residence.

PARTICIPANT’S current approved residence is: 904 Chugach Way If required to move for any reason I will give ALASKA DEFENDANT MONITORING a minimum of (3) three days’ notice to inspect new residence and agree to pay all fees associated with a new home inspection.

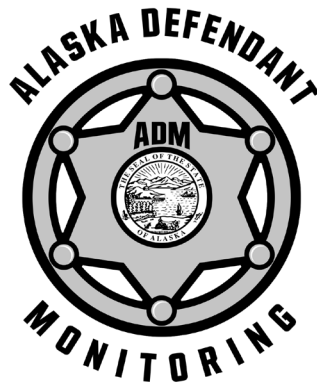
PARTICIPANT agrees that ALASKA DEFENDANT MONITORING, or any agents, have no responsibility to provide food, shelter, clothing, medical care, or dental care during my participation on ALASKA DEFENDANT MONITORING.

PARTICIPANT agrees to have no contact with prisoners who are in custody or on furlough or on electronic monitoring without the approval of ALASKA DEFENDANT MONITORING agents.

PARTICIPANT will abide by all schedules and restrictions placed on me while participating on ALASKA DEFENDANT MONITORING program. I agree to remain in my approved residence always, except for those hours pre-approved by ALASKA DEFENDANT MONITORING representatives to fulfill employment, medical, court or legal, and approved substance abuse treatment programs. I agree to go directly to the authorized location and return directly to my approved residence.

PARTICIPANT agrees to provide to ALASKA DEFENDANT MONITORING all requested documentation pertaining to the week’s daily activities. Approved documentation shall be in the form of payroll check stubs, employment documentation forms, job search forms, appointment verification forms, or any other documentation requested by ALASKA DEFENDANT





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MONITORING. Failure to provide such documentation may constitute in a violation of the agreement and could result in my immediate removal from the ALASKA DEFENDANT MONITORING program. In addition, I agree that in the event proper documentation is not provided, or in the event discrepancies exist between documentation and times away, ALASKA DEFENDANT MONITORING reserves the right to report said discrepancies to the court.

PARTICIPANT understands that if employed, must provide ALASKA DEFENDANT MONITORING a schedule each week and that any departure from the office location for work related business will be pre-approved on said weekly schedule. I further agree ALASKA DEFENDANT MONITORING will be notified of any unplanned changes to employment status immediately. PARTICIPANT is currently employed. PARTICIPANT understands that if unemployed, is allowed up to (1) one four-hour pass per day for visiting the job center and employment search activities at the discretion of ALASKA DEFENDANT MONITORING representatives, provided a schedule and active applications are being submitted.

PARTICIPANT agrees that in the event of telephone service or power loss, failure to either re-establish service at residence or to secure service at an alternative residence within 24 hours shall be deemed a violation of this agreement. Telephonic contact must be uninhibited.

PARTICIPANT understands and agree that there will be no motor vehicle of any kind, including but not limited to cars, trucks, 4-wheelers, snow machines, motorcycles, and boats without a valid driver's license. A copy of PARTICIPANT'S driver's license and car insurance will be provided to ALASKA DEFENDANT MONITORING, if PARTICIPANT intends to drive on this program.

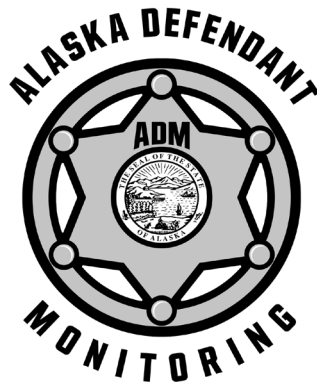
PARTICIPANT agrees and understands the following change in Alaska law concerning electronic monitoring:

Effective July 9, 2019, House Bill 49 Legislation made in effect AS 11.56.335 (4)(A)(B) the felony crime of "**Escape**" is defined below and is punishable by up to 5 years in jail if:

**(A) "while on bail release under AS 12.30, a defendant removes, tampers with, or disables the electronic monitoring equipment/' or (B) "without prior authorization, leaves one's residence or other place designated by a judicial officer as a condition of release. " <sup>1</sup>**

This second part of the statute (B) simply means that if you are on house arrest and allowed any passes (work, court, legal, medical, treatment, etc.) and you are not in your residence or where you are allowed to be by an approved pass, ADM is mandated to remand you back into DOC custody and you will be charged with a 1.) Violation of conditions of release, and 2.) felony escape.

When you are charged with a "new crime" while under house arrest for Nygren day for day jail credit, any time you have accumulated under AS 12.55.027 (2)(d) will be lost.



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**(d) "A court may grant [day for day] credit against a sentence of imprisonment for time spent under electronic monitoring if the person has not committed a [new] criminal offense while under electronic monitoring...."**

**Acknowledgement of General terms and Conditions:**

PARTICIPANT understands that I CAN be immediately taken back into custody to serve the balance of my sentence or await trial for ANY program violations of this agreement.

PARTICIPANT understands and agrees that ALASKA DEFENDANT MONITORING will act as a third-party custodian for the purpose of monitoring compliance with court-ordered conditions of release and agree to the following conditions during participation on Electronic Monitoring with ALASKA DEFENDANT MONITORING and am willing to comply with the program standards as set forth in this agreement.

PARTICIPANT understands I will be required to wear an ankle monitor 24 hours a day for the entire length of my participation in the program and agree to abide by the rules and instructions provided by ALASKA DEFENDANT MONITORING concerning the operation and care of any issued electronic monitoring equipment and to abide by all special restrictions set forth in the court ordered conditions of release concerning compliance with ALASKA DEFENDANT MONITORING program.

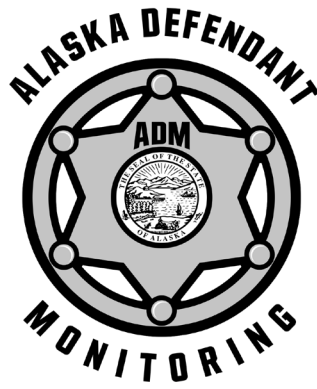
PARTICIPANT understands and agrees to abide by all conditions of release as set forth in the temporary order issued by the District/ Superior court in **Anchorage**, 3<sup>RD</sup> Judicial District in case **#3AN-21-06756CR** , and other associated cases.

PARTICIPANT will obey all state, federal, and local laws, ordinances, orders, and court orders. In addition, if under parole or probation, agrees to not have any contact with felons with either Alaska convictions or those out of state (except for those approved by my designation officer).

PARTICIPANT agrees to sign the ALASKA DEFENDANT MONITORING Agreement of Waiver and Consent to Enter and Search and abide by all the provisions of the Agreement and Consent.

PARTICIPANT agrees to admit any person or official designated by the court, probation, or ALASKA DEFENDANT MONITORING into residence and/or submit my person, personal property, and vehicle to search and seizure without warrant or probable cause at any time for the purpose of verifying my compliance with ALASKA DEFENDANT MONITORING rules, regulations, and general terms and conditions within this service agreement.

PARTICIPANT agrees to allow random home and work visits, or any other visits deemed necessary by ALASKA DEFENDANT MONITORING to alleviate any concerns ALASKA DEFENDANT MONITORING staff may have. PARTICIPANT agrees that my home must be neat, clean, and not pose any officer safety concerns.



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**PARTICIPANT understands and agrees that at no time will possession of any firearms, ammunition, explosives, or other deadly weapons on my person, within my approved residence, or within any vehicle PARTICIPANT is riding in or have control of.** PARTICIPANT understands and agrees that a violation of this provision constitutes a violation of this agreement and may constitute a violation of conditions of release and will result in immediate disqualification from this program and may result in my being arrested and remanded back to custody. All these items have been removed from approved residence and vehicles within PARTICIPANT'S control before beginning participation on electronic monitoring with ALASKA DEFENDANT MONITORING.

PARTICIPANT understands that for the purposes of this agreement, the term "deadly weapon" has the same meaning as defined in Alaska Statute AS 11 .81.900 which defines a deadly weapon as any firearm, or anything designed for and capable of causing death or serious physical injury, including a knife, an axe, a club, metal knuckles, or an explosive.

PARTICIPANT agrees that there will be no smoking while ALASKA DEFENDANT MONITORING agents are in my residence.

PARTICIPANT understands there will be NO entry to any airport, marine vessel, or aircraft without prior written permission from ALASKA DEFENDANT MONITORING. Exceptions include any emergency medical travel by aircraft to a licensed medical facility.

PARTICIPANT will report ANY contact with police, fire, or medical personnel to a representative of ALASKA DEFENDANT MONITORING immediately.

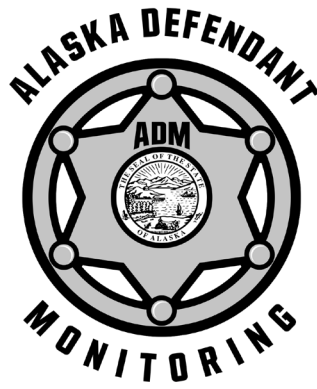
PARTICIPANT understands any false information given to ALASKA DEFENDANT MONITORING agent or representative or law enforcement officers will result in immediate termination from the ALASKA DEFENDANT MONITORING program. Giving or offering any program staff a bribe or anything of value for a service or favor will result in immediate termination from the program.

PARTICIPANT understands that if ordered by the courts or probation, will enroll, or continue with any counseling or drug rehabilitation programs.

PARTICIPANT agrees to disclose and show a representative of ALASKA DEFENDANT MONITORING any prescription drugs that are being taking that have been legally prescribed by a licensed Doctor in the State of Alaska.

PARTICIPANT agrees to not consume or possess any controlled substances, prescribed or not, nor possess any drug paraphernalia, nor be in the presence of persons consuming or possessing the same.

PARTICIPANT agrees to not consume or possess on my person, within approved residence, or within any vehicle being driven in or have control any alcoholic beverages of any kind and I understand that over-the-counter medications or oral hygiene products that have alcohol as an ingredient **may NOT be taken** while I am on the ALASKA DEFENDANT MONITORING program.



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PARTICIPANT agrees to not be at any establishment where alcoholic beverages are sold, possessed, or consumed. I understand that a violation of this provision constitutes a violation of this agreement, may constitute a violation of conditions of release, and may result in being arrested and remanded back into custody.

PARTICIPANT will not enter into any agreement or other arrangement with any law enforcement agency which will place PARTICIPANT in the position of violating any law or condition of ALASKA DEFENDANT MONITORING.

PARTICIPANT agrees to abide by all schedules and restrictions placed while I am participating on the ALASKA DEFENDANT MONITORING.

PARTICIPANT agrees to timely attend all office visits, or any other visits deemed necessary by ALASKA DEFENDANT MONITORING.

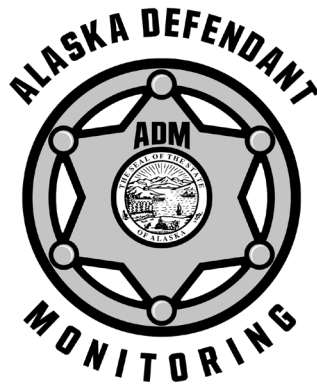
PARTICIPANT understands that a central computer will be used to record compliance or non-compliance with imposed conditions. PARTICIPANT agrees that the printouts from the computer may be forwarded to the appropriate authorities and may be used as evidence to indicate whether PARTICIPANT has followed the instructions of agreement regarding the ALASKA DEFENDANT MONITORING program and to cross-reference them with the documentation provided to ALASKA DEFENDANT MONITORING.

PARTICIPANT understands that as a condition of release, or as a condition of participation in ALASKA DEFENDANT MONITORING, may be required to submit to alcohol and drug testing. PARTICIPANT agrees to submit upon request and consent ALASKA DEFENDANT MONITORING and its representatives to conduct alcohol or drug testing using prescribed procedures for collection of breath, hair, saliva, or urine samples for appropriate testing for analysis for alcohol, drugs, or metabolites of drugs. PARTICIPANT further understands he/she is responsible for the additional cost associated with the screening and agree to pay for such presumptive testing and conformational lab fees if court-ordered or if ALASKA DEFENDANT MONITORING elects to conduct such testing and presumptive positive results are confirmed positive for the presence of alcohol or illegal or prohibited drugs. Participant understands that any refusal to submit a breath or urine test upon request is a violation and will be reported to the appropriate jurisdiction.

PARTICIPANT understands that a UA Sample must be provided prior to placement on ALASKA DEFENDANT MONITORING.

PARTICIPANT understands that should court ordered release conditions allow for departing my residence, to comply with all conditions of release relating to curfew hours, work schedules, and other areas that I am restricted from going, and keeping all court ordered appointments, hearings, and other court dates that require my attendance.

PARTICIPANT understands that should court ordered release conditions allow for employment, be at work, or at home during the hours scheduled. PARTICIPANT understands he/she may be called at **ANY** time during the hours scheduled to be at home or at work. The number of calls I may receive is not pre-determined.



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PARTICIPANT agrees that unless otherwise indicated by court-ordered conditions of release, that as a condition of this agreement, will be restricted to my residence when not on duty with employer every day of participation on electronic monitoring with ALASKA DEFENDANT MONITORING. PARTICIPANT understands that unless subject to a court ordered schedule, that ALASKA DEFENDANT MONITORING representatives may allow modification of this provision verbally or in writing throughout the term of this agreement.

PARTICIPANT understands that unless otherwise specified by court order, ALASKA DEFENDANT MONITORING representatives are **NOT** legally authorized to make exceptions, changes, or modifications of court-ordered conditions of release.

PARTICIPANT understands that any unauthorized departure, failure to return to approved residence after any authorized departure, presence in an exclusion zone or not being present in an inclusion zone at the appropriate times is considered a violation and will be reported to the appropriate jurisdiction and may result in termination from Electronic Monitoring with ALASKA DEFENDANT MONITORING.

PARTICIPANT understands that in the event of an emergency (i.e., medical emergency or fire) to contact an ALASKA DEFENDANT MONITORING representative as soon as possible following the emergency and will be required to provide full documentation of the emergency.

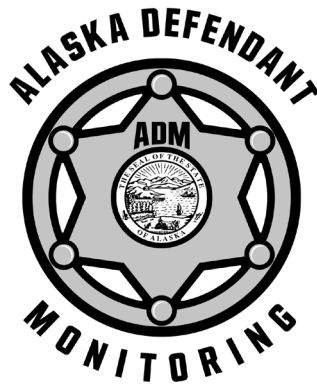
PARTICIPANT agrees to promptly notify ALASKA DEFENDANT MONITORING (907)-332-1227, and attorney, if for any reason that my phone number changes, for temporary or permanent changes of address, or changes in persons living at residence.

PARTICIPANT agrees to provide ALASKA DEFENDANT MONITORING three (3) days' notice or as soon as notification of any changes, additions, or cancellations of court hearings, trials, or conferences of which I am required to attend.

PARTICIPANT further agrees to allow ALASKA DEFENDANT MONITORING at their sole discretion to enter the home, any place that PARTICIPANT resides or is present, and any vehicle of which PARTICIPANT is present or exercise control of, and to use any reasonable force to physically apprehend PARTICIPANT and or to be placed into custody with the Alaska Department of Corrections or to be turned over to any appropriate law enforcement agency that ALASKA DEFENDANT MONITORING deems appropriate for PARTICIPANT'S safety, the safety of the public or for the interests of justice.

PARTICIPANT understands that if an ALASKA DEFENDANT MONITORING representative determines it necessary for the purpose of said representative's safety, safety of the PARTICIPANT, or the safety of any other person, to temporarily be restrained, PARTICIPANT consents to being placed into handcuffs or other reasonable restraints as determined by ALASKA DEFENDANT MONITORING representative for the duration of the contact between PARTICIPANT and ALASKA DEFENDANT MONITORING personnel.

PARTICIPANT agrees to give consent to, and to hold harmless ALASKA DEFENDANT MONITORING and its



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representatives for the use any reasonable force consistent with standard law enforcement practices for the use of such force, to enforce court-ordered conditions of release, or to apprehend, arrest, or to take PARTICIPANT into custody or physical control, or to perform any services as deemed necessary and reasonable under this agreement by ALASKA DEFENDANT MONITORING and its representatives.

PARTICIPANT will report any problems with the electronic monitoring or alcohol monitoring equipment immediately to ALASKA DEFENDANT MONITORING.

PARTICIPANT agrees to the use of ALASKA DEFENDANT MONITORING device, BluTag, and any other equipment deemed necessary for the express purpose of helping verify my compliance with the rules and regulations of the ALASKA DEFENDANT MONITORING.

PARTICIPANT understands that once the electronic monitoring device ankle bracelet is installed, attempting in any way to remove, tamper with or damage any part of the equipment will result in an immediate violation and PARTICIPANT can be terminated from the program and remanded back into custody. PARTICIPANT understands that he/she will be held responsible for damages (other than normal wear and tear) to the equipment.

PARTICIPANT understands that for the equipment to work, electrical service must be maintained, which means **charging the GPS ankle bracelet for a minimum of 2 consecutive non-sleeping hours per 24-hour period**, with the provided charging unit. Failure to charge the device will result in a violation of our terms and conditions and PARTICIPATION will be terminated from the program and remanded back into custody.

PARTICIPANT understands that upon court ordered release from ALASKA DEFENDANT MONITORING, all fees must be paid in full and any issued equipment returned in good order. PARTICIPANT acknowledges that should it become necessary for ALASKA DEFENDANT MONITORING to hire an attorney to collect any fees due hereunder, recover any equipment in my possession, or to recover any damages to said equipment, and agree to assume all Liability for all legal fees and court costs incurred by ALASKA DEFENDANT MONITORING for such collection. PARTICIPANT further agrees to immediately pay upon demand by ALASKA DEFENDANT MONITORING all incurred legal fees, court costs, and other costs for collections and other administrative expenses.

PARTICIPANT further agrees to indemnify and save ALASKA DEFENDANT MONITORING and its representatives harmless from and against every and all claims, demand, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments, or adjudications whatsoever which said ALASKA DEFENDANT MONITORING, shall or may for any cause at any time sustain or incur, by reason or consequence of the said corporation having entered into or performed on any portion of this agreement or for any action taken pursuant to this agreement or its responsibilities as a court approved third party custodian, and will upon demand place funds with ALASKA DEFENDANT MONITORING to meet all such claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments, or adjudications against it by reason of this contract and before ALASKA DEFENDANT MONITORING shall be required to pay the same.

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT ANCHORAGE

FILED in the DISTRICT  
State of Alaska Third District  
OCT 07 2021  
Clerk of the Trial Courts  
By SC Deputy

State of Alaska,

State of Alaska,

vs.

Adam Phillip Ives,

Defendant.

CASE NO: 3AN-21-06756CR

**FUGITIVE FROM JUSTICE  
TEMPORARY ORDER**

DOB: 10/26/1985

AP SIN: 7291603 ATN: 117704502 DL/ID ST: 7825917 - AK

Defendant is charged with being a fugitive from justice of the State of Washington.

- ☒ The Governor's Warrant has not been served upon the defendant.

IT IS HEREBY ORDERED that the defendant is committed for a period not to exceed 30 days or until bail set herein has been posted in order to enable the arrest of the accused to be made under a warrant of the Governor of the State of Alaska.

☒ Bail is set/continued in the amount of \$ 1000 C/P + ADM maintenance

☐ Defendant is not bailable because offense is punishable by death.

- ☒ The defendant is ordered to appear in Court:

Date: Nov 5, 2021 Time: 8:30 am Courtroom: Anchorage Jail Courtroom

Court Location: 1400 E 4th Ave Anchorage, AK 99501

Type of Hearing: Bail Hearing: District Court (In Custody)

- ☐ The Governor's Warrant from the Governor of the State of Alaska has been served upon the defendant.

IT IS HEREBY ORDERED that the defendant is allowed \_\_\_\_\_ days to file a petition for writ of habeas corpus to test the legality of the arrest under the Governor's Warrant.

IT IS FURTHER ORDERED that the defendant is committed pending further order of the court.

☐ Defendant is not bailable

☐ Bail is set/continued at \$ \_\_\_\_\_

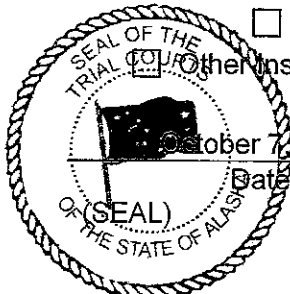
- ☐ This is your authority to deliver the defendant to the authorized agent from the State of \_\_\_\_\_ because:

☐ The defendant has waived extradition

☐ No petition for a writ of habeas corpus has been filed.

☐ The superior court has denied relief under the writ of habeas corpus.

☐ Other Instructions: \_\_\_\_\_



I certify that on 10/7/2021

a copy of this order was sent or given to:

☐ Def. Atty. \_\_\_\_\_

☐ Defendant ☐ DA ☐ Jail ☐ JS

Clerk: T Jones

A handwritten signature in black ink, appearing to read "Hanley".

Judge

Type or Print Name

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT ANCHORAGE

FILED in the Trial Courts  
State of Alaska Third District

NOV 22 2021

Clerk of the Trial Courts  
By Deputy

STATE OF ALASKA,

Plaintiff,

vs.

ADAM PHILLIP IVES,

Defendant.

CASE NO. 3AN-21-06756CR

**ORDER**

*Application for Writ of Habeas Corpus*

*State's Motion to Dismiss Application for Writ of Habeas Corpus*

On 25 October 2021 Lieutenant Governor Kevin Meyer issued a Governor's Warrant of Arrest for Adam P. Ives at the request of the Governor of the State of Washington. On 3 November 2021 Ives filed an application for a writ of habeas corpus. On 15 November 2021 the State moved to dismiss the application. The parties are proceeding upon the documents supplied by Washington. The Court held oral argument on 15 November 2021.

Ives argues that the documentation submitted by Washington fails to comply with the requirements of AS 12.70.020(b)(2). AS 12.70.020(b) provides:

(b) No demand for the extradition of a person convicted of a crime in another state shall be recognized by the governor of this state unless made in writing and containing the following:



(1) a statement by the executive authority of the demanding state that the person claimed has escaped from confinement or has broken the terms of bail, probation, or parole;

(2) a copy of the judgment of conviction or of a sentence imposed in execution thereof; the copy must be authenticated by the executive authority making the demand.

In *Smedley v. Holt*,<sup>1</sup> the Alaska Supreme Court addressed the documentation needed to comply with this statutory requirement and identified the danger from inadequate documentation.

The purpose of AS 12.70.020(b)(2) is to require that the demanding state assure the asylum state that the person sought is still under sentence by the former state and, therefore, is subject to a demand for extradition by that state. Without such a requirement 'the demanding state could activate this state's extradition procedure by merely saying in the demand that the person claimed in [sic] a fugitive'.<sup>2</sup>

Ives argues that the documents Washington has provided are lacking the necessary detail and contain little more than the bare accusation that he is a fugitive, the very assertion that *Smedley* deemed inadequate. Ives argues that the documents do not adequately show that he was still under supervision on the date that Washington alleges he violated his release conditions. This requires a review of the various assertions contained in the packet of documents.

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<sup>1</sup> 541 P.2d 17 (Alaska 1975).

<sup>2</sup> *Id.* at 20 (citing *Blasi v. State*, 192 So.2d 307, 309 (Fla.App.1966)). The Alaska Supreme Court misquoted the *Blasi* court. The last part of the quote from *Blasi* should read "that the person claims is a fugitive."

Ives was sentenced on two felonies and a misdemeanor on 27 March 2015. There are two judgments; one for the felonies and one for the misdemeanor. For the felonies he was sentenced to 19 months on Count II and a concurrent 9.5 months on Count III.<sup>3</sup> Those sentences were concurrent to the 364 days he received on Count I, the misdemeanor.<sup>4</sup> The prison term for the misdemeanor was entirely suspended.<sup>5</sup> At the time of the sentencing Ives was incarcerated. Thus, presumably he began receiving credit for his sentence as of the date of the judgments. He was given credit for an unspecified number of days already served.<sup>6</sup>

The felony sentences were imposed as a “Special Drug Offender Sentencing Alternative” (DOSA).<sup>7</sup> After he served his unsuspended sentences Ives was to serve 19 months of “Community Custody.”<sup>8</sup> The judgment called for an

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<sup>3</sup> *State v. Ives*, Judgment and Sentence Felony, No. 14-1-06384-5 KNT (King County, Washington, 27 March 2015)(“Felony Judgment”) at 4.

<sup>4</sup> *State v. Ives*, Judgment and Sentence Non-Felony, No. 14-1-06384-5 KNT (King County, Washington, 27 March 2015)(“Misdemeanor Judgment”) at 1. The felony judgment also stated the three sentences were to be concurrent. Felony Judgment at 4.

<sup>5</sup> Misdemeanor Judgment at 1.

<sup>6</sup> Felony Judgment at 4.

<sup>7</sup> Felony Judgment at 4; Misdemeanor Judgment at 3.

<sup>8</sup> Felony Judgment at 4.

additional 12 months of Community Custody if Ives violated the terms of that program in certain ways.<sup>9</sup>

On 24 November 2015 Ives was released from prison.<sup>10</sup> Presumably he then began his 19 months of DOSA Community Custody. It would have expired on around 24 June 2017.

However, Washington alleges that “Mr. Ives was revoked of his DOSA sentence on 10/26/2017. Mr. Ives was released from his DOSA revoke and started his 12 months of Community Custody on 2/20/2019.”<sup>11</sup>

Washington alleges that “On 2/26/2019 Mr. Ives reported to the Department of Corrections. Due to his homeless status, he was directed to report on 3/5/2019 Mr. Ives failed to report on 3/5/2019.”<sup>12</sup> Ives is alleged to have violated his conditions of supervision in three ways at that time.<sup>13</sup> Then he was

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<sup>9</sup> Felony Judgment at 4 (“The court further imposes an additional term of Community Custody of 12 months upon a failure to complete or administrative discharge from DOSA program if any of these offenses is a crime against a person (RCW 9.94A.411) or a felony violation of RCW 69.50/52.”).

<sup>10</sup> Order of Release (22 October 2015). The Order identifies 12 November 2015 as Ives’ “Earned Release Date” and 24 November 2015 as his “Authorized/Actual Release.” Ives signed the document on 20 November 2015 so the Court construes the Order to mean he was released on 24 November 2015.

<sup>11</sup> Report of Alleged Violation (16 September 2021) (Report) at 2.

<sup>12</sup> Report at 2.

<sup>13</sup> Report at 1.

arrested in Anchorage on 15 January 2020 without having obtained permission to travel outside of Washington.<sup>14</sup>

The question Ives now raises is whether he was properly on supervision of some sort in March 2019 when he is alleged to have violated the conditions of supervision. The possible gap in time that he identifies is between June 2017 and October 2017. The earlier date is when it appears he would have completed his 19 months of DOSA Community Custody after being released from prison in November 2015. There is little explanation as to why he was still on DOSA supervision when Washington claims it was revoked in October 2017.

Despite this confusion and uncertainty, the Court finds that the Washington documents adequately make allegations that satisfy both AS 12.70.020(b)(1) and (b)(2). The documents include the original sentencing judgments. They include narrations of his subsequent release from prison and subsequent failure to comply with conditions applicable to his original 19 months of DOSA Community Custody (albeit with no explanation of why that supervision was still in effect). They describe the commencement of the secondary 12 months of Community Custody and the allegations of violations shortly after that Community Custody began.

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<sup>14</sup> Report at 2.

The Court cannot determine why there appears to be a four-month period from June to October 2017 when Ives' supervision might have ended.<sup>15</sup> But Washington clearly asserts that Ives was still subject to supervision in March 2019 and that Ives reported to his correctional supervisors in February 2019. The Court is inadequately familiar with the workings of the Washington DOSA, Community Custody program, and incarceration time accounting to resolve questions about that four-month period. The Court would expect that Ives would have challenged his continued supervision after June 2017 when Washington asserted continued jurisdiction over him. He does not allege that he made such a challenge at that time.

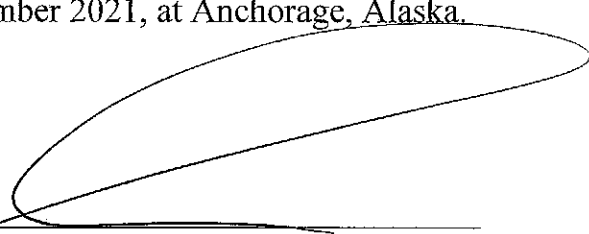
The asylum state has limited authority to resolve questions about the validity of an alleged fugitive's sentence or probation from another state. The forum for litigation over those issues is Washington, not Alaska.

The Application for Writ of Habeas Corpus is DENIED. The Motion to Dismiss Application for Writ of Habeas Corpus is GRANTED.

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<sup>15</sup> It may be that some or all of the suspended 364 days for the misdemeanor were imposed. If that occurred, Washington does not make such an allegation or provide any documentation of proceedings that might have resulted in the revocation of suspended time.


**DONE** this 22nd day of November 2021, at Anchorage, Alaska.

  
\_\_\_\_\_  
William F. Morse  
Superior Court Judge

CERTIFICATE OF SERVICE

I certify that on 22 November 2021  
a copy of the above was emailed/mailed to each of the  
following at their addresses of record:

H. Nobrega  
T. Bordon

  
\_\_\_\_\_  
Ellen Bozzini  
Judicial Assistant

IN THE DISTRICT COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT ANCHORAGE

CLERK OF THE TRIAL COURTS

BY \_\_\_\_\_  
DEPUTY CLERK

STATE OF ALASKA,

Plaintiff,

vs.

ADAM PHILLIP IVES

DOB: 10/26/1985

APSIN ID: 7291603

DMV NO.: 7825917 AK

ATN: 117704502

Defendant

No. 3AN-21-06756CR

DISMISSAL

I certify this document and its attachments do not contain the (1) name of a victim of a sexual offense listed in AS 12.61.140 or (2) residence or business address or telephone number of a victim of or witness to any offense unless it is an address identifying the place of a crime or an address or telephone number in a transcript of a court proceeding and disclosure of the information was ordered by the court.

The following charges are hereby dismissed without prejudice by the  
prosecuting attorney pursuant to Criminal Rule 43(a)(1):

Count I - 12.70.120  
Fugitive from Justice  
Adam Phillip Ives - 001

Dated at Anchorage, Alaska, this 14<sup>th</sup> day of December, 2021.

TREG R. TAYLOR  
ATTORNEY GENERAL

By: \_\_\_\_\_

Heather M. Nobrega  
Deputy District Attorney  
Alaska Bar No. 0006026

I certify that a copy of this pleading was emailed on  
December 14, 2021, to PDA (Bordon)

\_\_\_\_\_  
Heather Nobrega

Department of Law, Criminal Division

310 K St., Suite 520  
Anchorage, AK 99501  
Phone: (907) 269-6300 Email: lawanchorage@alaska.gov

cc: ATC/HMC/QCCC/CPT/PTD 12/14/21 gwn

IN THE COURT OF APPEALS OF THE STATE OF ALASKA

ADAM PHILLIP IVES,

Petitioner,

vs.

STATE OF ALASKA,

Respondent.

Court of Appeals No. A-13900


Trial Court No. 3AN-21-06756CR

**CERTIFICATE OF SERVICE AND TYPEFACE**

I, Sylva M. Ferry, state that I am employed by the Alaska Department of Law, Office of Criminal Appeals, and that on February 17, 2022, I emailed a copy of the State's NOTICE OF LODGING and this CERTIFICATE OF SERVICE AND TYPEFACE in the above-titled case to:

Tristan Bordon  
Public Defender Agency  
900 W. 5th Ave, Ste 200  
Anchorage, AK 99501  
tristan.bordon@alaska.gov

I further certify, pursuant to App. R. 513.5, that the font used in the aforementioned documents is Century Schoolbook 13 point.

  
Sylva M. Ferry